

REMARKS/ARGUMENTS

This Reply is being filed in response to the final Official Action of December 31, 2007. The final Official Action rejects Claims 1-4, 10-13, 19-22 and 28-31 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,223,291 to Puhl et al., in view of U.S. Patent No. 7,143,337 to Landsman et al. The final Official Action then rejects the remaining claims, namely Claims 5-9, 14-18, 23-27 and 32-36, under 35 U.S.C. § 103(a) as being unpatentable over Puhl in view of Landsman, and further in view of various combinations of U.S. Patent Application Publication No. 2004/0176080 to Chakravorty et al., and U.S. Patent Application Publication No. 2003/0147369 to Singh et al. As explained below, Applicants respectfully submit that the claimed invention is patentably distinct from Puhl, Landsman, Chakravorty and Singh, taken individually or in any proper combination. In view of the remarks presented herein, Applicants respectfully request reconsideration and allowance of all of the pending claims of the present application. Alternatively, as the remarks presented herein do not raise any new issues or introduce any new matter, Applicant respectfully requests entry of this correspondence for purposes of narrowing the issues upon appeal.

A. Claims 1-4, 10-13, 19-22 and 28-31 are Patentable

As indicated above, the first Official Action rejects Claims 1-4, 10-13, 19-22 and 28-31 as being unpatentable over Puhl in view of Landsman. As background, Puhl discloses a secure wireless electronic-commerce system that utilizes digital product certificates and digital license certificates. In the passage cited for disclosing aspects of the claimed invention, Puhl discloses a method of merchant (also referred to as an attribute authority – AA) delivering content to a client and receiving payment for that content. Initially, the merchant authenticates itself to the client by delivering a digital certificate to the client, which the client may verify via a certificate authority (CA). If the merchant is verified, the client delivers payment to the merchant for a content item, which the merchant then delivers to the client. As disclosed, the content item may comprise a software patch update, which may be delivered to the client without the user's consent or awareness of the update.

According to one aspect of the claimed invention, as reflected by independent Claim 1, a system is provided for downloading pushed content. As recited, the system includes a terminal comprising a processor configured to receive service loading content that identifies download content and has a digital signature. The processor is configured to authenticate the service loading content based upon the digital signature, and if the service loading content is authenticated, pull the download content to the terminal. In this regard, the processor is configured to authenticate the service loading content, and pull the download content, in response to receiving the service loading content and independent of interaction from a user of the terminal. The processor is further configured to determine if an interruption occurs in pulling the download content such that the terminal receives a portion but less than all of the download content, and if an interruption occurs in receiving the content, recover the download content including receiving a remaining portion of the download content without also receiving at least part of the previously received portion.

In contrast to independent Claim 1, neither Puhl nor Landsman, taken individually or in any proper combination, teach or suggest a terminal receiving service loading content, and in response thereto and without user interaction, authenticating the service loading content and pulling download content identified by the service loading content. The Official Action alleges that Puhl discloses the aforementioned features. Applicants note, however, that nowhere does Puhl disclose a terminal receiving service loading content that identifies download content, and also has a digital signature that is authenticated before the terminal pulls the download content. In the passage of Puhl cited in the Official Action, for example, the client may receive a digital signature of a merchant to verify the merchant before paying for, and receiving, a content item from that merchant. In Puhl, however, the client does not receive the merchant's digital signature in service loading content that also identifies download content that is pulled by the client in response to receiving the service loading content and without user interaction (i.e., independent of interaction from a user), similar to independent Claim 1.

In another passage of Puhl cited in the Official Action, software on the client may be updated or upgraded without the user being aware of the upgrade, and without the user's consent. Even considering this passage, however, Puhl still does not teach or suggest that its client "pulls"

download content in response to receiving service loading content (identifying the download content and including a digital signature) and without user interaction, as per independent Claim 1. Notably, the Official Action cites separate features of Puhl for allegedly corresponding to the recited terminal receiving service loading content and pulling content in response thereto.

Nowhere has the Official Action cited or otherwise provided a coherent explanation of how Puhl supposedly teaches or suggests any manner by which its disclosed client receives service loading content and responds thereto in a manner satisfying independent Claim 1.

Applicants therefore respectfully submit that independent Claim 1, and by dependency Claims 2-9, is patentably distinct from Puhl and Landsman, taken individually or in any proper combination. Applicants also respectfully submit that independent Claims 10, 19 and 28 recite subject matter similar to that of independent Claim 1, including at least the service-loading content and download-recovery features. Thus, Applicants also respectfully submit that independent Claims 10, 19 and 28, and by dependency Claims 11-18, 20-27 and 29-36, are patentably distinct from Puhl and Landsman, taken individually or in any proper combination, for reasons similar to those provided above with respect to independent Claim 1.

1. Claims 4, 13, 22 and 31

In addition to the foregoing, Applicants respectfully submit that various ones of dependent Claims 2-9, 11-18, 20-27 and 29-36 recite features further patentably distinct from Puhl and Landsman, taken individually or in any proper combination. For example, among other recitations, Claims 4, 13, 22 and 31 recite that the service loading content identifies an origin server associated with the download content, and that the terminal is configured to request and receive the download content from the origin server when the service loading content is authenticated.

The Official Action alleges that Puhl discloses the features of Claims 4, 13, 22 and 31, but perplexedly appears to cite Applicants application in support of this assertion. That is, in alleging that Puhl discloses service loading content identifying the origin server associated therewith, the Official Action cites “para. 0009 of the background of the applicant invention.” Official Action of Dec. 31, 2007, page 5. To the extent the Official Action intends to cite

paragraph 0009 of the background of Puhl, Applicants note that the background section of Puhl does not have nine paragraphs or otherwise refer to any of the paragraphs of its background section as being the ninth paragraph. To the extent that the Official Action does in fact intend to cite the background section of Applicants application as supposedly disclosing the aforementioned feature, Applicants respectfully submit that the Official Action has not met its burden of not only citing prior art disclosing every element of the claimed invention, but also providing an apparent reason to combine this feature with those allegedly disclosed by Puhl and Landsman to teach the claimed invention. *See KSR Int'l. Co. v. Teleflex, Inc.*, 127 S.Ct. 1727, 1740–41, 82 USPQ2d (BNA) 1385, 1396 (2007) (obviousness often requires determining whether there was an apparent reason to combine the known elements in the fashion claimed by the patent at issue, and that to facilitate review, this analysis should be made explicit). At a minimum, however, Applicants submit that the ambiguity in the citation to a claimed feature attributed to Puhl affects Applicants' ability to effectively reply to the final Official Action. *See* MPEP § 710.06.

For at least the foregoing reasons, Applicants respectfully submit that the rejection of Claims 1-4, 10-13, 19-22 and 28-31 as being unpatentable over Puhl in view of Landsman is overcome.

B. Claims 5-9, 14-18, 23-27 and 32-36 are Patentable

The Official Action also rejects Claims 5-9, 14-18, 23-27 and 32-36 as being unpatentable over Puhl in view of Landsman, and further in view of various combinations of Chakravorty and Singh. As explained above, independent Claims 1, 10, 19 and 28, and by dependency Claims 2-9, 11-18, 20-27 and 29-36, are patentably distinct from Puhl and Landsman, taken individually or in any proper combination. Applicants respectfully submit that neither Chakravorty nor Singh, taken individually or in combination, cures the deficiencies of Puhl and Landsman. That is, even considering Chakravorty and Singh, none of Puhl, Landsman, Chakravorty or Singh, taken individually or in combination, teaches or suggests the aforementioned service-loading content and download-recovery features, as recited by the claimed invention. And there is no apparent reason for the combination of Puhl, Landsman,

Chakravorty and/or Singh to disclose the claimed invention. Thus, for at least the reasons given above with respect to independent Claims 1, 10, 19 and 28, Claims 5-9, 14-18, 23-27 and 32-36 are also patentably distinct from Puhl in view of various combinations of Chakravorty and Singh.

Applicants accordingly submit that the rejections of Claims 5-9, 14-18, 23-27 and 32-36 as being unpatentable over Puhl in view of Landsman, and further in view of various combinations of Chakravorty and Singh, are overcome.

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CONCLUSION

In view of the remarks presented above, Applicants respectfully submit that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicants' undersigned attorney in order to resolve any remaining issues. As explained above, no new matter or issues are raised by this Reply, and as such, Applicants alternatively respectfully request entry of this Reply for purposes of narrowing the issues upon appeal.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,



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